

Verizon New England Inc.

1. DIGIPATH® Digital Service (DDS)

1.1 General

Rates and charges for services explained herein are contained in Part M, Section 3.

1.1.1 Definitions	
Baseband Facility	—A transition facility which utilizes neither carrier nor multiplexer equipment.
Bit	—The smallest unit of information in the binary system of notation.
Channel	—A path (or paths) for digital transmission, between two or more principal Verizon central offices. A channel may be furnished in such a manner as Verizon may elect, whether by wire, radio or a combination thereof.
Digital Access Line	—A path for digital transmission furnished within the serving area of a digital city between the principal Verizon central office and the premises of the customer or authorized user.
Digital City	—The city in which a principal Verizon central office is located and serves a specific geographic area for DDS.
Digital City Rate Center	—A specified geographical location in a digital city from which mileage measurements are determined for the application of digital access line and channel mileage rates.
Digital City Serving Area	—A specific geographic area served by a digital city.
Principal Verizon Central Office	—The central office in the digital city to which digital access lines of the digital city serving area are routed and where access is provided to such lines and associated equipment for testing purposes.
Station	—When used in connection with DDS denotes a point on a customer's or authorized user's premises at which a digital access line is terminated.

1.1.2 Availability	
A.	DDS is available only to customers with service connected prior to November 15, 1991. Please refer to Part J, Section 1, for additional limitations on the availability of DIGIPATH® Digital Service (DDS).

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1.1.3 Description	
A.	DDS is a service for the transmission of digital signals using only digital transmission facilities. DDS provides transmission paths in the digital city serving areas of Boston, Worcester, and Springfield.
1.	DDS provides for the simultaneous two-way transmission (duplex operation) of digital signals at synchronous speeds of 2.4, 4.8, 9.6, or 56 kilobits per second (kbps) within a Local Access and Transport Area (LATA) and between stations within or between digital city serving areas.

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1.1.3 Description	
A. (Continued)	
2.	DDS as furnished under this Product Guide is available where facilities permit and only to stations located in specific geographic areas in the digital city serving areas.
3.	Two point channels are required for digital transmission between digital city serving areas.
B. Service Options	
1.	Two Station Service— This offering may consist of digital access lines furnished in the same digital city serving area for service between two stations, or, one two-point channel furnished between digital cities for service where one station is located in the serving area of each such city and connected to the channel by means of a digital access line.
2.	Multi-Station Service— This offering may consist of the following lines or channels.
a.	Digital access lines furnished in the same digital city serving area for service among three or more stations
b.	One two point channel furnished between digital cities for service where more than one station is located in the serving area of one or both such cities and each station is connected to the channel by means of a digital access line, or
c.	Two or more two point channels furnished between digital cities for service where one or more stations are located in the serving area of each such city and each station is connected to the channel by means of a digital access line.
C. Furnishing of Service— The furnishing of service under this Product Guide requires certain physical arrangements of equipment and facilities of Verizon. Therefore, the furnishing of DDS is subject to the availability of equipment, facilities and technical limitations. DDS is furnished only within a LATA.	
1.	The service is furnished for duplex operation on a 24 hour per day, seven day per week basis.

1.1.4 Service Components	
A.	Digital Access Lines— Stations which are normally served by means of baseband transmission from the principal Verizon central office require a Type 1 digital access line. Stations outside the serving range of baseband transmission from the principal Verizon central office require a Type 2 digital access line. The types of digital access lines offered for transmission in the digital city serving area are as follows.
1.	Type 1— Digital access lines furnished for digital transmission at synchronous speeds of 2.4, 4.8, 9.6 or 56 kbps to serve stations normally by means of baseband transmission from the principal Verizon central office.

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1.1.4 Service Components	
A. (Continued)	
2.	Type 2— Digital access lines furnished for digital transmission at synchronous speeds of 2.4, 4.8, 9.6 or 56 kbps to serve stations outside the normal serving range of baseband transmission from the principal Verizon central office.
B.	Data Service Unit— This unit is required at a customer's or authorized user's premises to perform such functions as proper coding and decoding of signals, timing recovery, synchronous sampling, formatting, and generation and recognition of control signals.
C.	Channel Service Unit functionality equipment is required for each digital access line at a customer's or authorized user's premises to perform the following functions. 1. Proper termination of DDS 2. Regeneration of signals 3. Recognition and correction of signal format errors 4. Remote loop back
D.	Channels Between Digital City Serving Areas— The types of channels offered for transmission between digital city serving area are as follows. 1. Channels furnished for digital transmission at synchronous speeds of 2.4, 4.8, 9.6 or 56 kbps.

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1. DIGIPATH® Digital Service (DDS)
1.2 Responsibility of Verizon

1.2.1 Liability	
A.	The liability of Verizon for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the customer or authorized user, or of Verizon in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during when such mistake, omission, interruption, delay or error or defect in transmission occurs.
B.	Verizon does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer or authorized user indemnifies and holds Verizon harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or authorized user or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
C.	Verizon may require each customer or authorized user to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
D.	Verizon is not liable for any defacement of or damage to the premises of a customer or authorized user, resulting from the furnishing of channel facilities by Verizon on such premises or by the installation or removal thereof when such defacement or damage is not the result of negligence of the agents or employees of Verizon.

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1. DIGIPATH® Digital Service (DDS)
1.2 Responsibility of Verizon

1.2.2 Cancellation	
A.	Verizon, by written notice to the customer, may immediately discontinue the furnishing of DDS without incurring liability upon nonpayment of any sum due Verizon or a violation of any condition governing the furnishing of service.
B.	When an application for service is cancelled or changed in whole or in part by the applicant prior to completion of the construction and installation, the terms and conditions in Part A, Section 1 apply.

1.2.3 Interruption of Service	
A.	When service is interrupted due to causes other than the negligence of the customer, or the failure of equipment provided by the customer, a credit allowance will be made for the portion of the service which is affected, provided that the interruption is brought to the attention of Verizon within ten days. For the purpose of determining the amount of the allowance, every month is considered to have 30 days.
B.	No credit is allowed for interruptions to service of less than 30 minutes. Interruptions of 30 minutes or over are credited to the customer at the proportionable monthly contract in charge in half hour multiples for each half hour or major fraction thereof of interruption. No credit allowance will be made for the following interruptions. 1. Interruptions due to the negligence of the customer or authorized user. 2. Interruptions of service due to failure of facilities provided by the customer or authorized user. 3. Interruptions of service which continue due to the failure of the customer to authorize replacement of any element of special construction. The period during which no credit allowance will be made shall begin on the seventh day after the customer receives Verizon's notification of the need for such replacement and shall end on the day after Verizon receives the customer's authorization for such replacement.

1.2.4 Suspension of Service	
A.	DDS and its associated equipment is not subject to a temporary suspension of service arrangement.

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1. DIGIPATH® Digital Service (DDS)
1.3 Responsibility of the Customer

1.3.1	Liability
A.	The customer shall be responsible for the following. 1. Damages to facilities of Verizon caused by the negligence or willful act of the customer or authorized user 2. Reimbursing Verizon for any loss through theft of Verizon property on the customer's or authorized user's premises 3. The provision of the power required to operate Verizon facilities installed on the premises of the customer or authorized user. 4. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by Verizon in explosive atmospheres and points outside the hazardous area where connection may be made with regular facilities of Verizon, and may be required to install and maintain Verizon equipment within the hazardous area if in the opinion of Verizon injury or damage to Verizon employees or property might result from installation or maintenance by Verizon. 5. Obtaining permission for Verizon agents or employees to enter the premises of the customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing or upon termination of the service removing the facilities of Verizon. 6. Making Verizon facilities available periodically for maintenance purposes at a time agreeable to both Verizon and the customer. No allowance will be made for the period during which the service is interrupted for such purposes. a. The service or any rights associated therewith may not be assigned or in any manner transferred.

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1.4 Terms and Conditions

1.4.1 Use of Service	
A.	DDS may be used for the transmission of communications to or from any station on the service.
B.	Unlawful Use — The service furnished under this Product Guide shall not be used for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking.

1.4.2 Minimum Period	
A.	The minimum period for which service is furnished and for which charges are applicable is one month.
1.	The charges for a fractional part of a month which follows and is consecutive with a full month will be a proportionate part of the monthly charge using the same ratio that the actual number of days service is furnished bears to 30 days.

1.4.3 Special Construction	
A.	All rates and charges set forth in this Product Guide provide for the furnishing of service where suitable facilities are available. Where special construction of facilities or equipment is required, special construction charges may apply as determined on a case by basis as specified in Part A, Section 2.

1.4.4 Connection to Verizon Facilities	
A.	Terminal equipment, channel derivation equipment and communications systems may be connected to DDS provided by Verizon when such connection is made in accordance with the following terms and conditions.
B.	All connections as provided for in Section 1.4.4C are made through equipment furnished by the customer or authorized user.
1.	The responsibility of Verizon is limited to the furnishing of service to that point on the customer's or authorized user's premises where provision is made for the connection of such equipment.
2.	The customer or authorized user is responsible for testing customer provided equipment or facilities to insure that when they are connected with DDS such equipment or facilities are operating properly and further that the cause of any service difficulty reported by the customer or authorized user to Verizon results from the operation of equipment and facilities provided by Verizon.

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1.4 Terms and Conditions

1.4.4 Connection to Verizon Facilities	
C.	Terminal equipment, channel derivation equipment and communications systems may be connected at the premises of the customer or authorized user to DDS in accordance with the general provisions for the connection of customer provided equipment as specified elsewhere in this Product Guide.
1.	The customer is responsible for providing the type of data service unit and channel service unit functionality for operation with equipment and system provided by the customer or authorized user. The undertaking of Verizon is to furnish DDS as ordered and specified by the customer.
D.	Where DDS is available under this Product Guide for use in connection with terminal equipment, communications systems, channel derivation equipment or accessories provided by a customer or authorized user, such connections shall be in accordance with the terms and conditions as specified in Part A, Section 1.
E.	Where any terminal equipment, communication system or channel derivation equipment provided by a customer or authorized user is used with services furnished by Verizon and any of the provisions in this section are violated, Verizon will take action in accordance with the terms and conditions as specified in Part A, Section 1.

1.4.5 Application of Rates and Charges	
A.	Digital Access Line — Rates and charges apply for each Type 1 and Type 2 digital access line terminated at stations in the digital city serving area.
1.	Determination of Mileage — Where Type 2 digital access lines are provided, the digital access line mileage is based on the airline distance using V and H coordinates between the digital city rate center and Verizon central offices serving station users.
a.	The mileage for channels furnished between digital cities is based on the airline distance between the digital city rate centers.
b.	Where a multi-station service consists of two or more two point channels furnished between digital cities the mileage is that combination of the airline distance connecting the digital city rate centers which will produce the lowest channel mileage.
B.	The rates and charges for channels between digital cities apply for each two point channel furnished between digital city rate centers.
C.	Multi-Station Arrangement — Such an arrangement is required for each station on a service arranged for multi-station operation.